



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

February 18, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A LICENSE TO THE BOEING COMPANY
FOR CONTINUED SITE REMEDIATION AT LAKEWOOD GOLF COURSE
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

The purpose of the recommended actions is to approve a ten-year (10) License Agreement for The Boeing Company to allow for site remediation and monitoring work mandated by the California Regional Water Quality Control Board, Los Angeles Region, at Lakewood Golf Course. The proposed License Agreement will replace the existing September 16, 2014 License issued by the Director of the Department of Parks and Recreation, which expired on November 18, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the new ten-year (10) License Agreement with The Boeing Company is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the License Agreement; and,
2. Approve and instruct the Chair of the Board of Supervisors to sign the initial ten (10) year License Agreement with The Boeing Company; and,
3. Approve and instruct the Director of the Department of Parks and Recreation to sign the two (2) five (5) year extensions of the License Agreement with The Boeing Company after the initial ten-year (10) term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions allow The Boeing Company (Boeing) to perform site remediation and

monitoring activities at Lakewood Golf Course (Golf Course) under the direction of the Regional Water Quality Control Board, Los Angeles Region (RWQCB-LA), per the December 20, 2000, Revised Cleanup and Abatement Order (CAO) 95-048, issued to Boeing by the RWQCB-LA, under a new License Agreement (Agreement) between the County of Los Angeles (County) and Boeing until remediation abatement goal is reached by Boeing.

Pursuant to Government Code Section 25526.6, the Director of the Department of Parks and Recreation (Director) granted Boeing a License to access the Golf Course on November 18, 2004, Amendment No. 1 on February 24, 2005, Amendment No. 2 on May 24, 2007, Amendment No. 3 on February 20, 2008, Amendment No. 4 on September 28, 2009, and November 18, 2014, to clean up soil and groundwater impacts and perform monitoring activities mandated by the RWQCB-LA in a portion of the Golf Course's maintenance yard area and holes numbers 6 and 7. The existing License expired on November 18, 2019, and its term cannot be extended, nor can a new Director's License be issued under the authority delegated to the Director, or his delegated designee, by the Los Angeles County Code.

The Former Building 10 area investigation began in mid-1980s and to a significant extent was complete by 2006. Pilot testing of various remediation technologies was conducted between the early 2000's and 2009 to establish the type of fully-scale remediation system Boeing would implement. The design, construction, and start-up testing of the full-scale remediation system was completed in 2013. The full-scale remediation system began operation in 2013 and has experienced difficulty maintaining continuous operations, primarily due to the complex mix of compounds and the unique system design. The full-scale remediation system is located on the Former Boeing C-1 Facility and the adjacent golf course (Exhibit A). Environmental remediation has been underway at the Former Building 10 for over 10 years. Boeing, under the oversight of the Regional Board, continually seeks to find alternatives that can reduce remediation time. At present, Boeing projects soil remediation activities to be continued for the next 5 to 10 years and groundwater remediation activities are projected to be continued for the next several decades. Boeing anticipates that it will take an additional ten (10) years to complete all remediation and monitoring activities and for the RWQCB-LA to grant closure of all remediation work required at the Golf Course. The Agreement between the County and Boeing is needed for Boeing to complete its mandated scope of work, which includes:

- Soil gas probe monitoring
- Installation of new and replacement soil gas probes
- Soil vapor extraction remediation system operation and maintenance
- Groundwater monitoring
- Installation of new SVE wells, infrastructure, and/or enhancements
- System decommissioning

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3) by ensuring quality recreational infrastructure, thereby enriching the lives of County residents and ensuring the public safety and security of the people of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund because Boeing's scope of work will be

implemented at its sole cost and expense and Boeing will be required to perform all of its activities from dusk to dawn to ensure that the Golf Course will remain open and fully operational.

The County will receive monetary consideration paid for the Agreement from Boeing in the amounts of:

- Application fee of \$500.00
- Initial fee of \$25,000.00 due upon execution of License
- Annual fee of \$3,500.00 for the first five (5) years
- Annual fee of \$4,000.00 for the second five (5) years

The annual fee shall not be pro-rated in the event the project is completed prior to the next anniversary date of the Agreement and will be deposited into the Lakewood Golf Course Capital Improvement Trust Fund account (S2V).

Operating Budget Impact

Based on the recommended actions, the Department does not anticipate any one-time or additional ongoing costs. All work, as described in the Agreement, is performed at the sole cost and expense of Boeing (or Licensee).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Boeing has been performing site remediation and monitoring activities at the Golf Course since November 18, 2004, pursuant to a Director's License (Attachment 1), which as amended, expired on November 18, 2014, and as amended expired on November 18, 2019. On May 16, 2007, American Golf Corporation (AGC) entered into an Environmental Access License with Boeing Realty Corporation which has no expiration date; however, it requires periodic courtesy schedule notifications. Continued site assessment and remediation are being conducted under the direction of the RWQCB-LA, and in response to the December 20, 2000 Revised Cleanup and Abatement Order (CAO) 95-048, issued to Boeing by the RWQCB-LA to clean up soil and groundwater impacts in a portion of the Golf Course's maintenance yard area and holes numbers 6 and 7. Work on the Golf Course is being conducted in accordance with the remediation plan approved by the RWQCB-LA in a letter to Boeing dated November 13, 2006. Boeing plans to continue performing site remediation activities at the Former C-1 Facility and requests an additional 10-year extension of the License Agreement with the option of two 5-year extensions to complete all remediation and monitoring activities required by the RWQCB-LA.

The Agreement has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the License Agreement with The Boeing Company is categorically exempt from the California Environmental Quality Act (CEQA). The License Agreement, which consists of soil vapor extraction remediation system operation and maintenance, replacement of soil gas probes, installation of new SVE wells, infrastructure, enhancements, soil gas probe, and groundwater monitoring, and system decommissioning, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in sections 15301, 15302 (c), 15303 (d)(e) and 15306 of the State CEQA Guidelines and Classes 1(r), 2(e), 3 (f)(i)(j) and 6 (a)(c) of the County's Environmental Document Reporting

Procedures and Guidelines, Appendix G because the proposed action consists of licensing of an existing facility, replacement of existing facilities, installation of small new structures, and information collection.

In addition, based on the proposed License Agreement records, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

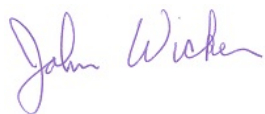
There will be no impact on current services or projects. The Golf Course will remain open and fully operational because Boeing is required to perform all of its activities from dusk to dawn.

CONCLUSION

It is requested that three (3) original copies of the License Agreement and one adopted copy of this Board Letter be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact Diane Thorne at (626) 588-5324 or dthorne@parks.lacounty.gov, Lee Barocas at (626) 588-5303 or lbarocas@parks.lacounty.gov, Alina Bokde at (626) 588-5322 or abokde@parks.lacounty.gov, Kimberly Rios at (626) 588-5368 or krios@parks.lacounty.gov, or Dora Nuñez at (626) 588-5355 or dhnunez@parks.lacounty.gov.

Respectfully submitted,



JOHN WICKER

Director

JW:NEG:AB

LB:DT:ner

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**LICENSE TO BOEING COMPANY FOR SITE REMEDIATION
LAKEWOOD GOLF COURSE**

3101 East Carson Street, Lakewood California 90712

THIS LICENSE AGREEMENT ("License") is made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles ("County"), a body corporate and politic, and The Boeing Company (Boeing), a Delaware corporation.

RECITALS

- A. County is owner of Lakewood Golf Course (the "Golf Course") located at 3101 East Carson Street, Lakewood, California, the southern portion of which is adjacent to Boeing's former "C-1" Facility.
- B. On December 20, 2000 the California Regional Water Quality Control Board, Los Angeles Regional (RWQCB-LA) issued Boeing a Revised Cleanup and Abatement Order (CAO 95-048) requiring Boeing to clean up soil and groundwater impacts in a portion of the Golf Course's holes numbers 6 and 7 (Hole No. 6; Hole No, 7) and maintenance yard area;
- C. The Director's License expired on November 18, 2019, its term cannot be extended under the Director's authority, and Boeing requires a new license agreement with the County to enable Boeing to complete its remediation and monitoring activities mandated by the RWQCB-LA, which are anticipated to take ten (10) additional years.
- D. County desires for Boeing to complete its activities on the Golf Course as mandated by the RWQCB-LA and Boeing is willing to enter into this Agreement and comply with the covenants contained herein.

NOW THEREFORE, in consideration of the covenants contained herein, Boeing and County agree as follows:

LICENSE AGREEMENT

- 1. **Inclusion of Recitals.** The preceding Recitals are incorporated in this Agreement.
- 2. **Term.** After County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, the term of this Agreement shall be ten (10) years with two five-year options and commences when this Agreement is signed by the Board of Supervisors and shall expire ten (10) years from the commencement date or on the completion of all work required by RWQCB-LA whichever is sooner. By issue of the Board of Supervisor's delegated authority caused by February 18, 2020 Board Letter, the Director of Parks and Recreation shall sign the two (2) five-year extensions after the initial ten (10) year term.

3. **Consideration.** Consideration for this License is the following: **a)** Payment of \$500 application fee; **b)** Licensee's compliance with all of the terms and conditions of this License, together with Licensee's promise to perform the remediation of Golf Course soil and groundwater impacts required by the RWQCB-LA; **c)** The County of Los Angeles will receive payments from Boeing in the amounts of:

- Initial fee of \$25,000.00 due upon execution of License
- Annual fee of \$3,500.00 due upon anniversary date of License for the first five (5) years
- Annual fee of \$4,000.00 due upon anniversary date of License for the second five (5) years.

Fee shall not be prorated in the event the project is completed prior to the next anniversary date of the License Agreement.

These payments will be made to the Lakewood Golf Course Capital Improvement Trust Fund account (S2V). These fees will allow Boeing continued access to Lakewood Golf Course through the term of this agreement and will be used for past and future improvements to the golf course construction areas, including but not limited to irrigation repair, aeration of turf areas, fertilization and additional overall maintenance to said areas.

Payments shall be made to:

County of Los Angeles, Department of Parks and Recreation
Attention: Accounting Section
1000 South Fremont Avenue
Unit #40, Building A-9 West, 2nd Floor
Alhambra, California 91803

4. **Delegation.** County's responsibilities under this Agreement are expressly delegated to the Director ("Director") of the County of Los Angeles Department of Parks and Recreation (the "Department") or his authorized representative. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless executed by Boeing and the County.

5. **Exhibits.** The following exhibits are attached and incorporated herein:

Exhibit A –Premises for Boeing's Scope of Work (Former Boeing C-1 Facility), Figure 1 and Figure 2

Exhibit B – Boeing's Scope of Work at Lakewood Country Club August 2019

6. **Premises and Licensed Use.** The Golf Course's southern portion is the area licensed to Boeing under this Agreement and illustrated on Exhibit A (hereinafter the "Premises"). Boeing's access to the Premises shall be through either the gate on the southern property fence ("Southern Access Point") in the maintenance yard and/or via the service maintenance Road ("Northern Access Point") off Carson Street in the City of Lakewood, as shown on Exhibit A. Boeing's licensed use of the Premises shall be its scope of work generally described in Exhibit B, as mandated and approved by the California Regional Water Quality Control Board, Los Angeles Region (RWQCB-LA) in its letter to Boeing dated November 13, 2006, for the *"Remediation Plan, Former C-1 Facility, Building 10 Area, Long Beach, California, prepared by Hargis + Associates, Inc., dated June 2019,"* said documents incorporated herein by reference. The major RWQCB-LA scope of work items required on the Premises are:

- Soil gas probe monitoring
- Installation of new and replacement soil gas probes
- Soil vapor extraction (SVE) remediation system operation and maintenance
- Groundwater monitoring
- Installation of new SVE wells, infrastructure, and/or enhancements
- System decommissioning

Boeing shall perform its scope of work at its sole cost and expense and make no demands on County or its Golf Course lessee which would result in financial impact to either County or the Golf Course lessee.

7. **CEQA Compliance.** The proposed approval of the License Agreement with The Boeing Company is categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15301, 15302 (c), 15303 (d)(e) and 15306 of the State CEQA Guidelines and Classes 1 (r), 2(e), 3 (f)(i)(j) and 6 (a)(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility, replacement of existing facilities, installation of small new structures, and information collection.

In addition, based on the proposed License Agreement records, it will comply with all applicable regulations, and it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

8. **Notices.** Notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope,

Registered Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Licensee as follows:

Mr. John R. Scott
The Boeing Company
Mail Code: 110-SE17
2201 Seal Beach, CA 90740

or such other place in California as may hereinafter be designated in writing by Boeing.

The notices, Certificates of Insurance and/or Self-Insurance and envelopes containing the same to County shall be addressed to:

County of Los Angeles
Department of Parks and Recreation
Attention: Alina Bokde, Deputy Director
1000 S. Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

9. **Indemnification.** Boeing shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, volunteers and American Golf Corporation, its officers, employees, and agents ("the Indemnified Parties") from and against any and all liability, loss, (including any interference with the operation of the golf course or any closures thereof), injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from Boeing's acts and/or omissions arising from services performed by or on behalf of Boeing by any person, subcontractor or agent pursuant to this Agreement, including without limitation, any and all claims relating to ricocheting of golf balls, except to the extent that such liability, loss, injury or damage, including (but not limited to) demands, claims, fees, costs and expensed (including attorney and expert witness fees) arise from the acts or omissions of the indemnified Parties. The terms of this paragraph survive the termination or expiration of this License.
10. **General Insurance Requirements.** Without limiting Boeing's indemnification of the Indemnified Parties, Boeing shall provide and maintain during the term of this Agreement the insurance specified in this Agreement. Boeing, either by itself or through and affiliate thereof (the "Self-Insurer"), may elect to satisfy these insurance requirements through the use of commercial insurance, self-insurance, or any combination thereof. Such insurance shall be primary to and not contributing with

any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Boeing's own expense.

a. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered per Section 8 of this Agreement prior to commencing services under this Agreement. Such certificates or other evidence shall:

- i. Specifically identify this Agreement #001119.
 - ii. Clearly evidence all insurance required in this Agreement.
 - iii. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - iv. Include a copy of additional insured endorsement to the commercial general liability policy, adding the Indemnified Parties as additional insured to the extent of the indemnity contained in Section 9.
 - v. Show Boeing's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in item (iv), stating "It is further agreed that the insurance afforded by this policy is primary to and insurance or self-insurance afforded by this policy is primary to and insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and non-contributing to the Named Insureds insurance."
- b. Insurer Financial Ratings.** Boeing shall use its best efforts to ensure that insurance is provided by an insurance company authorized to do business in California and reasonably acceptable to the County, with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County
- c. Waiver of Subrogation.** Boeing agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this Agreement, except to the extent that such rights derive from the negligence or willful misconduct of the Indemnified Parties.
- d. Failure to Maintain Coverage.** Failure by Boeing to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.

- e. Notification of Incidents, Claims or Suites: Boeing shall report to County:
 - i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Boeing and/or County. Such report shall be made in writing within 72 hours of occurrence.
 - ii. Any third-party claim or lawsuit filed against Boeing arising from or related to services performed by Boeing under this Agreement.
 - iii. Any injury to a Boeing or subcontractor employee, which occurs on County property. This report shall be submitted on a County "Non-employee injury Report" to the Chief of Planning.
- f. Insurance Coverage Requirements for Subcontractors: Boeing shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - i. Boeing providing evidence of insurance covering the activities of subcontractors, or
 - ii. Boeing providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. Insurance Coverage Requirements:

- a. General Liability insurance written on ISO policy form CG 00 01 or a similar form, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
- b. Automobile Liability insurance written on ISO policy from CA 00 01 or a similar form with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned" vehicles. In the event that all vehicles are provided and operated by a subcontractor, Boeing shall ensure subcontractor maintains equivalent auto liability coverage.

- c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the labor Code of the State of California or by any other state, and for which Boeing is responsible. In all cases, this insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease – policy limit	\$1 million
Disease – each employee	\$1 million

- d. Pollution liability: covering liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of pollutants in compliance with a governmental mandate or request, with limits not less than \$5 million each occurrence and aggregate.

12. Operational Responsibilities: Boeing shall --

- a. Comply with and abide by all applicable rules, regulations and reasonable directions of County.
- b. Comply with all applicable County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct activities permitted on the Premises.
- c. Require its project manager and emergency contact, Mr. John Scott, P.E. (818) 519-9884 [john.r.scott@boeing.com] to contact the County's Golf Director, Mr. Jorge Badel, at (213) 216-3409 [jbadel@parks.lacounty.gov], forty-eight (48) hours prior to Boeing's initial access to Premises, and in case of any emergencies.
- d. Coordinate all operations related to Boeing's SVE well maintenance/monitoring and/or groundwater monitoring activities program with the following representative of American Golf Corporation ("AGC") [or the current lessee] by notifying the Golf Course Superintendent Armando Peredia (562) 577-5277 [super@lakewoodgolf.net] forty-eight (48) hours in advance of regularly scheduled and/or periodic SVE well and piping maintenance/monitoring or soil vapor and/or groundwater monitoring events.
- e. Contact the Golf Course General Manager, Dennis Stankovic (562) 420-9940 [gm@lakewoodgolf.net] prior to entering the Golf Course for emergency inspections.

- f. Limit its conduct of activities permitted by this Agreement to the period from dusk to dawn and place temporary lighting on the Premises during these work hours. Activities shall be allowed during daylight hours on an as-needed basis with approval of the Golf Course General manager.
- g. Maintain to the satisfaction of the County the Premises and surrounding area in a safe and sound condition, free from danger, injury or threat of harm to the public, and as to prevent the existence of an attractive nuisance.
- h. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Boeing's equipment, materials, tools, and vehicles owned, hired, leased or used by Boeing for this Agreement, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of County.
- i. Repair or replace any and all County and American Golf Corporation property lost, damage, or destroyed as a result of work done pursuant to this Agreement, except to the extent that such loss, damage or destruction results from the negligence or willful misconduct of County or American Golf Corporation. Should Boeing fail to promptly make repairs after notice by County of damage, loss or destruction of property, County may have repairs made and Boeing shall pay all reasonable costs. In the event of damage caused by Boeing's SVE activities, or Boeing's employees to any County facility, equipment, and/or improvements including landscaped areas, Boeing shall promptly notify Golf Course personnel.
- j. Allow County to enter the Premises at any time to determine compliance with the terms of this Agreement.
- k. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety fixtures which will forewarn the public of the existence of any hazards related to Boeing's activities, and of any detours necessary to prevent vehicular and/or personal injury or property damage accidents due to Boeing's activities.
- l. Bear the sole cost and expense of all work performed pursuant to this Agreement.
- m. Keep a responsible representative on the Premises during maintenance and/or monitoring activities.
- n. Pay for all costs, fees or charges for the application, installation, maintenance, or use of any utilities or services required in the exercise of permission herein given.

- o. Avoid all existing facilities, to wit: irrigation heads and valve boxes, fees, greens, sand traps, etc., when driving on the Golf Course.
- 13. **Independent Status:** This Agreement is by and between County and Boeing. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Boeing. Boeing understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Boeing pursuant to his Agreement.
- 14. **Employees:** All references to "Boeing" herein are deemed to include Boeing's employees, agents, subcontractors, and anyone else required under written contract with Boeing to access the Premises.
- 15. **Limitations:** It is expressly understood that the right to uses said Premises pursuant to this Agreement creates no estate or interest therein, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this Agreement.
- 16. **Assignment:** This Agreement is personal to Boeing and in the event, Boeing attempts to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.
- 17. **Authority to Stop:** In the event an authorized representative of the County finds the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require the immediate suspension of this Agreement until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
- 18. **Default:** Boeing agrees that if default shall be made in any other terms and conditions herein contained, County may forthwith revoke and terminate this Agreement.
- 19. **Alterations and Improvements:** Boeing has examined the Premises and knows the condition thereof. Boeing accepts the present state and condition of the Premises and waives any and all demand upon the County for alteration, repair, or improvement thereof. All Betterments to the Premises shall become the County's property upon termination or expiration of this License.
- 20. **Termination:** This License may be terminated at any time without cause for any reason or no reason at all at the option of Licensor or Licensee by giving one hundred eighty (180) days' notice of termination.

21. **County Lobbyist Ordinance:** Boeing is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which county may terminate or suspend this Agreement.
22. **Transfer of Title/Golf Course Closure:** In the event title to the Golf Course is transferred by the County to a newly-formed or existing governmental agency, this Agreement shall terminate on the date of said transfer unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event the County transfers title of the Golf Course to a newly-formed or existing governmental agency. In the event the County closes the golf Course, this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to Boeing immediately upon any consideration by the County of the possibility of transferring or closing the Golf Course. County shall provide Boeing with as much prior written notice of any such transfer or closure of the Golf Course as reasonably possible, but in no case less than two (2) months before the effective date of any such transfer or closure. Boeing shall be permitted to continue operations on the Premises for the remaining portion of the year in which it receives any such notice specifying the effective date of the transfer or closure of the Golf Course.

(Signature Page Follows)

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IN WITNESS WHEREOF, the County, through its Board of Supervisors, has been delegated authority to execute this License Agreement, and Licensee's signatory personally covenants, guarantees, and warrants that he has the power and authority to obligate Licensee to the terms and conditions in this License Agreement.

LICENSEE:

THE BOEING COMPANY

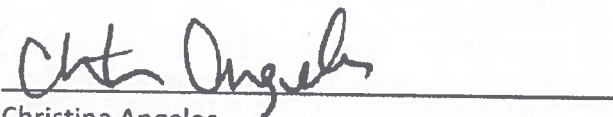
By: 
~~Marc A. Poulin~~ *Nathan Lovan*
Authorized Signatory

LICENSOR:

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Christina Angeles
Principal Deputy County Counsel

Jun 24, 2019 - 2:44pm ESS - W:\H+A GRAPHIC-FILES\2019\1100-1199\1168 Boeing B10-B3\B10\Engineering\H+A Basemaps\410-10155.dwg



06/19	RPT NO.1168.302	410-10155	A
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EXHIBIT "B"

BOEING'S SCOPE OF WORK AT LAKEWOOD GOLF COURSE REVISION 1, DATED 8/8/2019

Soil Gas Probe Monitoring

Soil gas monitoring will be performed using nine (9) soil gas probes (SGPs) existing on the portion of the Lakewood Country Club (LCC) Golf Course as shown on Exhibit A. Soil gas monitoring will include the collection of soil gas samples from each of the SGPs. Soil gas monitoring will be conducted by a one- to two-person crew in a standard pickup truck. During soil gas monitoring activities, an area approximately 12-feet by 20-feet will be required at each SGP to accommodate the sampling vehicle and soil gas monitoring equipment. Soil gas monitoring is considered routine/non-intrusive work and will be conducted during daylight hours unless otherwise directed by the Golf Course General Manager. Soil gas probe monitoring is expected to occur on no more than a quarterly frequency. It is anticipated that soil gas probe monitoring will continue for the next 10 years and will require approximately one week for each monitoring event. A schematic cross-section of a typical soil gas probe installation is illustrated on Figure B-1 (see attached).

Installation of New and Replacement Soil Gas Probes

Nine (9) SGPs are existing on the LCC Golf Course in the approximate areas illustrated on Exhibit A. Over the course of the project:

- Some or all of the SGPs may require replacement as a result of natural degradation of the probes that occurs over time. For any probes that require replacement, the original probe will be destroyed by removing the probe and backfilling the boring with soil and sod.
- Installation of new SGPs may be warranted. Construction of new SGPs, to the extent required, would be conducted in accordance with an approved work plan by the Regulatory Agency.

Prior to conducting any SGP drilling, work locations will be marked and cleared for underground obstructions by USA Dig Alert and LCC Golf Course maintenance personnel. After utility clearance, the location will be hand augured to 5 feet below land surface at three locations surrounding the boring. SGPs will be installed using a hollow stem auger drill rig. Soil waste cuttings will be removed from the site. At each location, a nominal 8-inch diameter boring will be drilled using the rig to a depth of approximately 26 feet below ground surface. The SGP will be constructed in a similar fashion to the conceptual SGP shown on Figure B-1. Surface completion style will vary depending on the SGP location.

During SGP construction, an area approximately 20 feet by 50 feet will be required at each location to accommodate the drill rig, support vehicles, and probe construction materials. SGP installation is considered non-routine/intrusive work and would be conducted during hours approved by the Golf Course General Manager to minimize disruptions to LCC Golf Course operations.

Soil Vapor Extraction Remediation System Operation and Maintenance

The existing Soil Vapor Extraction (SVE) system located on the LCC Golf Course comprises thirty-four (34) SVE wells and below-grade SVE vapor conveyance piping as illustrated on Exhibit A. A schematic cross-section of a typical SVE well installation is illustrated on Figure B-2

EXHIBIT "B"

(see attached). SVE operations and maintenance (O&M) activities may include accessing SVE wells on an infrequent basis. Barring unanticipated damage or conditions, access to the below-grade piping is not anticipated. However, if access to the SVE wells and/or the SVE piping is required, then an area approximately 12 feet by 20 feet would be required at each SVE well or piping location to accommodate the maintenance vehicle and work area. It is anticipated that access to perform SVE O&M will be infrequent and will continue for the next 10 years. SVE O&M is considered non-routine/intrusive work and would be conducted during hours approved by the Golf Course General Manager to minimize disruptions to LCC Golf Course operations.

Groundwater Monitoring

Groundwater monitoring will be performed using sixteen (16) existing monitor wells shown on Exhibit A. Groundwater monitoring will include the collection of groundwater level measurements and groundwater samples from one or more of the monitor wells. Groundwater monitoring will be conducted by a one- to two-person crew in a standard pickup truck. During groundwater monitoring activities, an area approximately 12 feet by 20 feet will be required at each monitor well location to accommodate the sampling vehicle and groundwater monitoring equipment. Groundwater monitoring will be conducted on a quarterly or less frequent basis. Groundwater monitoring is considered routine/non-intrusive work and will be conducted during daylight hours unless otherwise directed by the Golf Course General Manager. It is anticipated that groundwater monitoring will continue for the next 10 years and will require approximately one week for each monitoring event.

Installation of New SVE Wells, Infrastructure, and/or Enhancements

Based on ongoing investigation and operational data, it may be necessary to install additional SVE wells, associated below-grade vapor conveyance piping, and/or enhancements to the environmental remediation program on the LCC Golf Course property. To the extent this is required, work would be conducted in accordance with an approved County of LA License Addendum and with an approved work plan by the Regulatory Agency. The scope of work, schedule, equipment, personnel requirements, work areas, and coordination details would also be discussed with the Golf Course General Manager well in advance of mobilization. Installation of additional SVE wells, associated infrastructure, and/or enhancements are considered non-routine/intrusive work and would be conducted during hours approved by the Golf Course General Manager to minimize disruptions to LCC Golf Course operations. A schematic cross-section of a typical SVE well installation is illustrated on Figure B-2 (see attached).

System Decommissioning

Once the remediation is complete and the Regulatory Agency grants closure for all monitoring and remediation activities, Boeing will decommission the SGPs, SVE system piping, and groundwater monitor wells. The SGPs will be decommissioned by removing the probe and backfilling the boring with soil and sod. The SVE wells will be destroyed by pressure-grouting the wells in-place, removing the upper foot of well materials and replacing the upper foot with soil and sod. The SVE piping will be decommissioned by cutting and capping the piping in-place. The groundwater monitor wells will be destroyed in accordance with applicable State regulations by pressure grouting the well in-place, removing the upper 5-feet of well materials, backfilling the upper 5-feet of materials with soil and covering the surface with sod. SGP, SVE well, and groundwater monitor well destruction will be conducted by a two- to four-person crew using a drill rig. During well destruction activities, an area approximately 20 feet by 40 feet will be required at each well or soil vapor probe location to accommodate the drill rig and support equipment.

EXHIBIT "B"

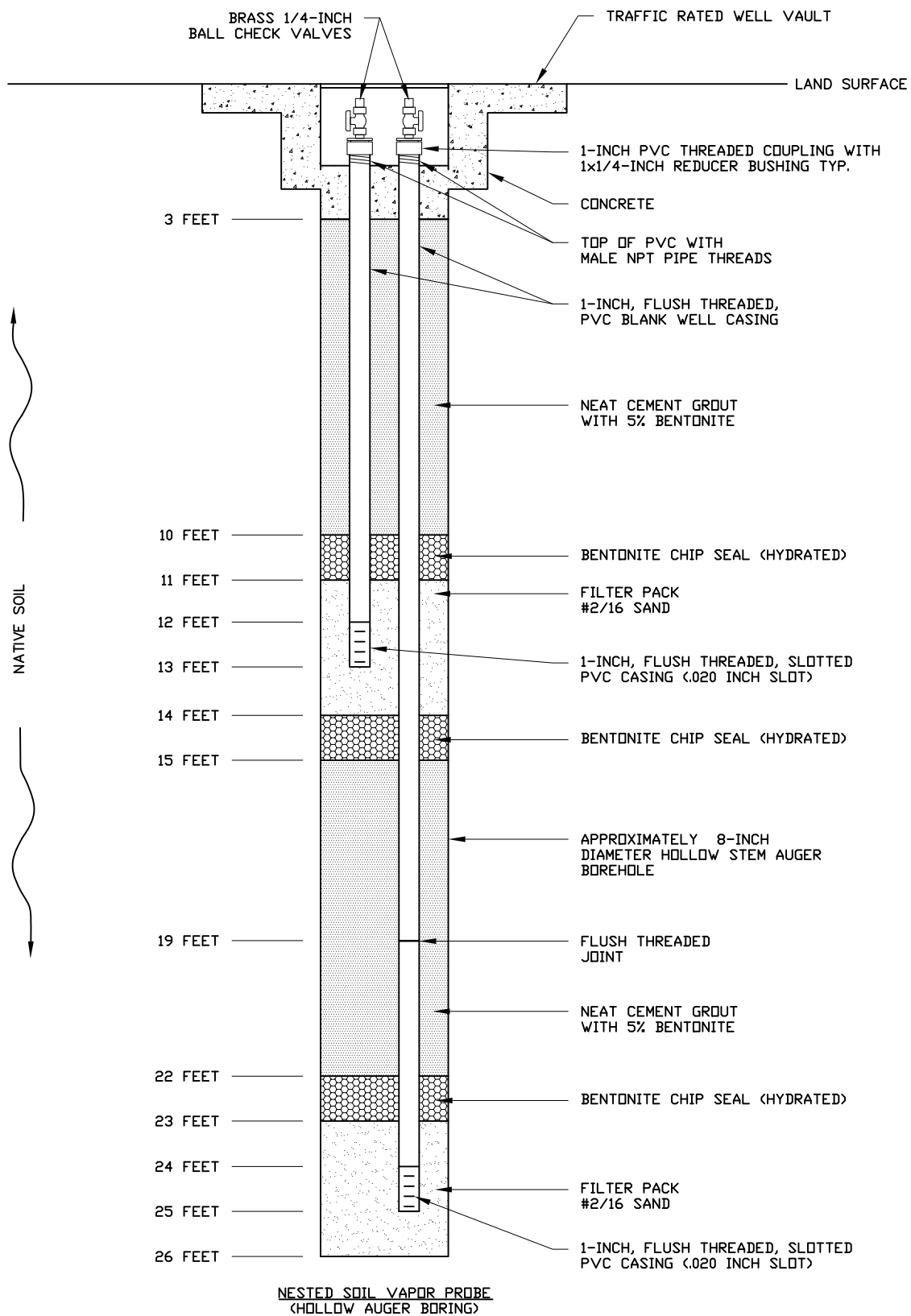
System decommissioning is considered non-routine/intrusive work and would be conducted during hours approved by the Golf Course General Manager to minimize disruptions to LCC Golf Course operations.

Attachments

Figure B-1 – Conceptual Nested Soil Gas Probe Installation

Figure B-2 – Construction Diagram, Typical SVE Well

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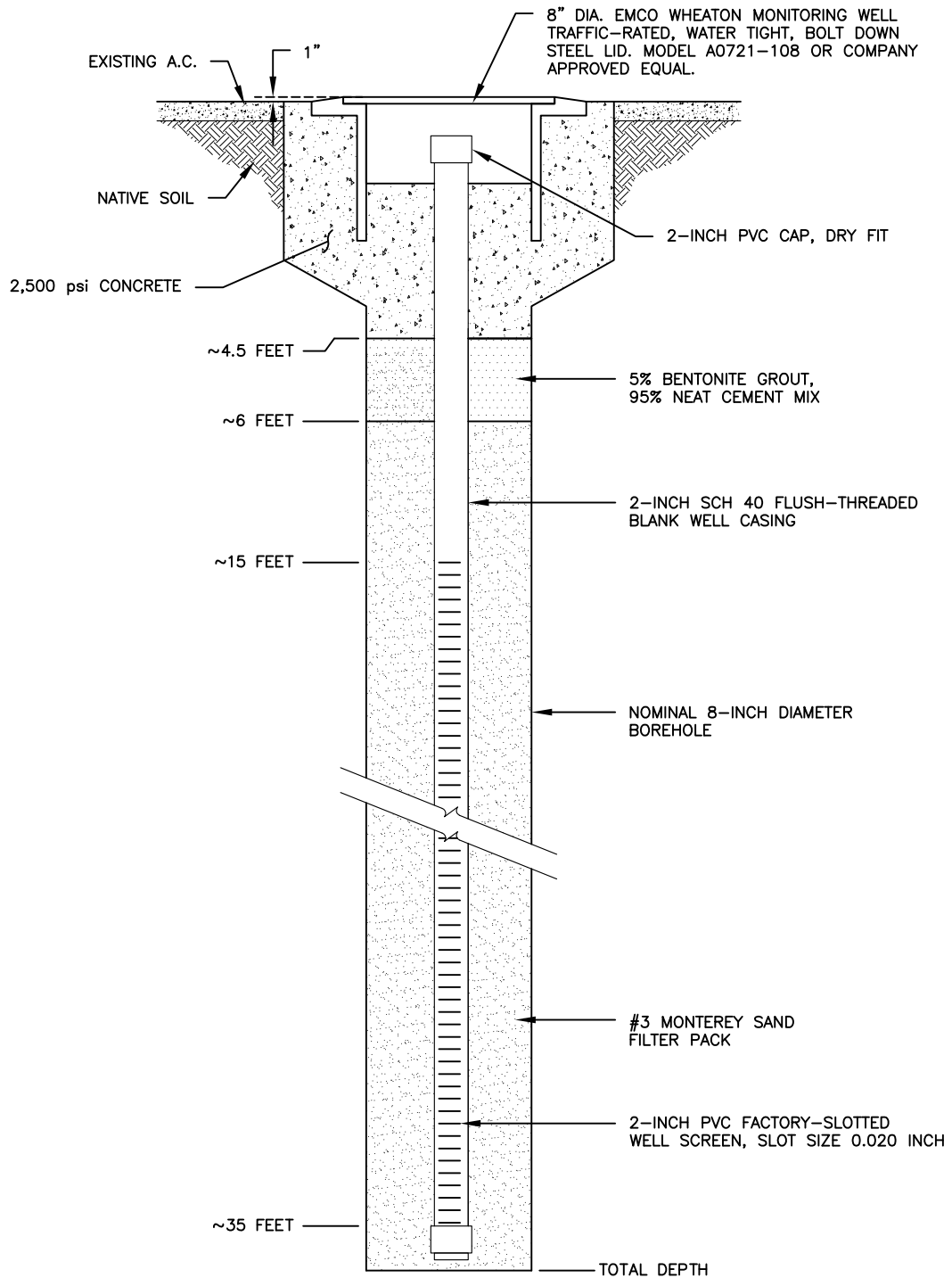
NOT TO SCALE



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Hydrogeology/Engineering

FIGURE B-1.
CONCEPTUAL NESTED SOIL GAS PROBE
INSTALLATION

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FIGURE B-2.
CONSTRUCTION DIAGRAM, TYPICAL SVE WELL

TABLE 1
REQUESTED CHANGES MATRIX
RENEWAL OF LCC GOLF COURSE ENVIRONMENTAL ACCESS AGREEMENT
B10 SYSTEM, FORMER BOEING C-1 FACILITY, LONG BEACH, CALIFORNIA
REVISION 1, DATED 8/8/2019

Item No.	Page No. ⁽¹⁾	Section	Paragraph No.	Existing Text	Recommended Change
1	1 of 19	Subject	1	The purpose of the recommended action is to approve a new five-year License Agreement for The Boeing Company to continue site remediation and monitoring work mandated by the California Regional Water Quality Control Board, Los Angeles Region, at Lakewood Golf Course.	The purpose of the recommended action is to approve a new ten-year License Agreement for The Boeing Company to continue site remediation and monitoring work mandated by the California Regional Water Quality Control Board, Los Angeles Region, at Lakewood Golf Course.
2	1 of 19	Subject	1	The proposed License Agreement will replace the existing License issued by the Director of the Department of Parks and Recreation upon its expiration on November 18, 2014 .	The proposed License Agreement will replace the existing License issued by the Director of the Department of Parks and Recreation upon its expiration on November 18, 2019 .
3	1 of 19	It Is Recommended That	1	Find that the approval of the new five-year License Agreement with The Boeing Company is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the License Agreement.	Find that the approval of the new ten-year License Agreement with The Boeing Company is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the License Agreement.
4	2 of 19	Purpose/Justification Of Recommended Action	2	License will expire on November 18, 2014 , and its term cannot be extended nor can a new Director's License be issued under the authority delegated to the Director by the Los Angeles County Code.	License will expire on November 18, 2019 , and its term cannot be extended nor can a new Director's License be issued under the authority delegated to the Director by the Los Angeles County Code.
5	2 of 19	Purpose/Justification Of Recommended Action	4	<ul style="list-style-type: none"> • Soil vapor probe monitoring • Soil vapor probe replacement • Soil vapor extraction (SVE) remediation system operation and maintenance • Groundwater monitoring • System Decommissioning 	<ul style="list-style-type: none"> • Soil gas probe monitoring • Installation of new and replacement soil gas probes, if needed, in accordance with Regulatory Agency approved work plan(s) • Soil vapor extraction (SVE) remediation system operation and maintenance • Groundwater monitoring • Installation of new SVE wells, infrastructure, and/or enhancements; if needed, in accordance approved County of LA License Addendum(s) and with Regulatory Agency approved work plan(s) • System decommissioning
6	2 of 19	Fiscal Impact/Financing	1	There will be no impact to the County General Fund because Boeing's scope of work will be implemented at its sole cost and expense, and Boeing will be required to perform all of its activities from dusk to dawn to ensure that the Golf Course will remain open and fully operational.	There will be no impact to the County General Fund because Boeing's scope of work will be implemented at its sole cost and expense, and Boeing will be required to perform all of its activities so as to ensure that the Golf Course will remain open and operational .
7	3 of 19	Facts and Provisions/Legal Requirements	1	Boeing has been performing site remediation and monitoring activities at the Golf Course since November 18, 2004, pursuant to a Director's License, as amended, which will expire on November 18, 2014 .	Boeing has been performing site remediation and monitoring activities at the Golf Course since November 18, 2004, pursuant to a Director's License, as amended, which will expire on November 18, 2019 .

TABLE 1
REQUESTED CHANGES MATRIX
RENEWAL OF LCC GOLF COURSE ENVIRONMENTAL ACCESS AGREEMENT
B10 SYSTEM, FORMER BOEING C-1 FACILITY, LONG BEACH, CALIFORNIA
REVISION 1, DATED 8/8/2019

Item No.	Page No. ⁽¹⁾	Section	Paragraph No.	Existing Text	Recommended Change
8	3 of 19	Facts and Provisions/Legal Requirements	1	The Department anticipates that it will take an additional five years for Boeing to complete all remediation and monitoring activities and for the RWQCB-LA to grant closure, which also includes insuring Boeing has properly decommissioned the system (soil vapor probes, soil vapor extraction system piping, and groundwater monitor wells).	The Department anticipates that it will take an additional ten years for Boeing to complete all remediation and monitoring activities and for the RWQCB-LA to grant closure, which also includes insuring Boeing has properly decommissioned the system (soil gas probes, soil vapor extraction system piping, and groundwater monitor wells).
9	3 of 19	Environmental Documentation	1	The proposed approval of the new five-year Agreement with Boeing is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 the State CEQA Guidelines and Class 1 (r) of the County's Environmental Document Reporting Procedures, and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility involving negligible or no expansion of an existing use.	The proposed approval of the new ten-year Agreement with Boeing is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 the State CEQA Guidelines and Class 1 (r) of the County's Environmental Document Reporting Procedures, and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility involving negligible or no expansion of an existing use.
10	3 of 19	Impact On Current Services (Or Projects)	1	There will be no impact on current services or projects; the Golf Course will remain open and fully operational because Boeing is required to perform all of its activities from dusk to dawn .	There will be no impact on current services or projects; the Golf Course will remain open and fully operational because Boeing is required to perform all of its activities so as to not adversely impact golf operations .
11	5 of 19	28) Recommendation	1	Recommendation: Approve and instruct the Chairman to sign a five-year License Agreement with The Boeing Company (Boeing);	Recommendation: Approve and instruct the Chairman to sign a ten-year License Agreement with The Boeing Company (Boeing);
12	7 of 19	Recitals, Condition G	1	The Director's License expires on November 18, 2014 , its term cannot be extended under the Director's authority, and Boeing requires a new license agreement with the County to enable Boeing to complete its remediation and monitoring activities mandated by the RWQCB-LA, which are anticipated to take five (5) additional years.	The Director's License expires on November 18, 2019 , its term cannot be extended under the Director's authority, and Boeing requires a new license agreement with the County to enable Boeing to complete its remediation and monitoring activities mandated by the RWQCB-LA, which are anticipated to take ten (10) additional years.
13	7 of 19	License Agreement, Condition 2	1	After County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, the term of this Agreement shall commence on November 18, 2014, coinciding with the expiration of the Director's License, and shall expire on the earlier of (a) November 18, 2019 or (b) completion of all work required by RWQCB-LA whichever is sooner.	After County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, the term of this Agreement shall commence on November 18, 2014, coinciding with the expiration of the Director's License, and shall expire on the earlier of (a) November 18, 2029 or (b) completion of all work required by RWQCB-LA whichever is sooner.
14	8 of 19	License Agreement, Condition 5	1	Exhibit A - Premises for Boeing's Scope of Work	Exhibit A - Boeing Environmental Features Located on Lakewood Country Club

TABLE 1
REQUESTED CHANGES MATRIX
RENEWAL OF LCC GOLF COURSE ENVIRONMENTAL ACCESS AGREEMENT
B10 SYSTEM, FORMER BOEING C-1 FACILITY, LONG BEACH, CALIFORNIA
REVISION 1, DATED 8/8/2019

Item No.	Page No. ⁽¹⁾	Section	Paragraph No.	Existing Text	Recommended Change
15	8 of 19	License Agreement, Condition 6	1	<ul style="list-style-type: none"> • Soil vapor probe monitoring • Soil vapor probe replacement • Soil vapor extraction (SVE) remediation system operation and maintenance • Groundwater monitoring • System Decommissioning 	<ul style="list-style-type: none"> • Soil gas probe monitoring • Installation of new and replacement soil gas probes, if needed, in accordance with Regulatory Agency approved work plan(s) • Soil vapor extraction (SVE) remediation system operation and maintenance • Groundwater monitoring • Installation of new SVE wells, infrastructure, and/or enhancements; if needed, in accordance with approved County of LA License Addendum(s) and with Regulatory Agency approved work plan(s) • System decommissioning
16	9 of 19	License Agreement, Condition 7	1	The proposed approval of the new 5-year License with Boeing is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility involving negligible or no expansion of an existing use.	The proposed approval of the new 10-year License with Boeing is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed action consists of licensing of an existing facility involving negligible or no expansion of an existing use.
17	12 of 19	License Agreement, Condition 12	d	Coordinate all operations related to Boeing's soil vapor extraction well maintenance/monitoring and/or groundwater monitoring activities program with the following representative of American Golf Corporation ("AGC") [or the current lessee] by notifying the Golf Course Superintendent Armando Peredia (562) 577-5277 [gm@lakewoodgolf.net] forty-eight (48) hours in advance of regularly scheduled and/or periodic soil vapor extraction well and piping maintenance/monitoring or soil vapor and/or groundwater monitoring events.	Coordinate all non-intrusive regularly scheduled (routine) operations related to Boeing's environmental remediation, soil vapor extraction well maintenance/monitoring, and/or groundwater monitoring activities program with the following representative of American Golf Corporation ("AGC") [or the current lessee] by notifying the Golf Course Superintendent Armando Peredia (562) 577-5277 [super@lakewoodgolf.net] forty-eight (48) hours in advance. Coordinate all intrusive/non-routine activities a minimum 10 business days in advance.
18	13 of 19	License Agreement, Condition 12	e	Contact the Golf Course Superintendent and the Golf Course General Manager, Joyce Shelton (562) 421 -0550 [gm@lakewoodgolf.net] prior to entering the Golf Course for emergency inspections.	Contact the Golf Course General Manager, Dennis Stankovic (949) 786-5522 x203 [dstankovic@lakewoodgolf.net] prior to entering the Golf Course for emergency inspections.
19	13 of 19	License Agreement, Condition 12	f	Limit its conduct of activities permitted by this Agreement to the period from dusk to dawn and place temporary lighting on the Premises during these work hours. Activities shall be allowed during daylight hours on an as-needed basis with approval of the Golf Course General Manager.	Limit its conduct of activities permitted by this Agreement to time periods approved by the Golf Course General Manager. Non-intrusive regularly scheduled (routine) activities shall be allowed during daylight hours provided they do not disturb normal golf operations. Intrusive/non-routine activities may be allowed during daylight hours on an as-needed basis with approval of the Golf Course General Manager. If necessary and/or required by the Golf Course General Manager, intrusive/non-routine activities may be conducted at night (dusk to dawn) with the assistance of temporary lighting.

TABLE 1
REQUESTED CHANGES MATRIX
RENEWAL OF LCC GOLF COURSE ENVIRONMENTAL ACCESS AGREEMENT
B10 SYSTEM, FORMER BOEING C-1 FACILITY, LONG BEACH, CALIFORNIA
REVISION 1, DATED 8/8/2019

Item No.	Page No. ⁽¹⁾	Section	Paragraph No.	Existing Text	Recommended Change
20	15 of 19	License Agreement Conditions	N/A	No Condition which describes the process for amending the existing License.	Recommendation: Add paragraph which briefly describes the process for a License amendment and who has the authority to approve a License amendment.
21	15 of 19	License Agreement Conditions	N/A	No Condition which describes the process for a License schedule extension.	Recommendation: Add paragraph which briefly describes the process for a License schedule extension and who has the authority to approve a schedule extension.
22	17 of 19	Exhibit A	N/A	Existing exhibit: "Exhibit A - Premises for Boeing's Scope of Work"	Replace with "Exhibit A - Boeing Environmental Features Located on Lakewood Country Club", dated June 2019.
23	18 of 19	Exhibit B	N/A	Existing exhibit: "Exhibit B - Boeing's Scope of Work"	Replace with revised "Exhibit B - Boeing's Scope of Work at Lakewood Country Club", dated August 2019.

FOOTNOTES:

(1) "License for Site Remediation", County of Los Angeles, Department of Parks and Recreation, dated September 16, 2014, expires November 18, 2019.

ACRONYMS/ABBREVIATIONS:

B10 System = Building 10 Integrated Remediation System

LCC = Lakewood Country Club

N/A = not applicable